

EXHIBIT E

(Part Two)

budgetary restrictions, the Company's needs to fill vacancies, and other factors within the sole discretion of the Company.

Jury and Witness Duty

Exempt employees will be paid their normal salaries during any workweek in which they appear as a witness or juror and also perform services for the Company, regardless of the amount of time spent performing those services. If an exempt employee performs no work during any workweek in which he or she serves on a jury, then the full weekly salary need not be paid. Nonexempt full-time employees and part time employees are given time-off without pay for court attendance to appear as a witness or while serving jury duty. **Employees must** give management reasonable notice and should submit to management a copy of the summons to serve as soon as it is received. Strategic Consulting, LLC will not discharge employees who take leave for jury duty so long as reasonable notice is provided.

Time-Off to Vote

On Election Days, voting should be done outside of working hours, and employees who have four (4) consecutive hours outside of work during which time the polls are open will not be entitled to any time-off to vote. If an employee is unable to vote outside of such working hours, the employee will be allowed sufficient time at either the beginning or the end of the employee's workday in order to vote. Such employees will be paid up to two (2) hours for time taken off to vote. Employees should contact management prior to Election Day to make the necessary scheduling arrangements; management reserves the right to designate whether time-off will be provided at the beginning or the end of the employees work schedule.

Bereavement/ Funeral Leave (Discretionary)

Professional and regular full-time employees can request a leave of absence for up to two days with pay for the purpose of arranging and attending the funeral of the employee's father, mother, sister, brother, spouse, child or grandparent. Requests for funeral leave should be made to your immediate supervisor. The company will grant bereavement/funeral leave in its **sole discretion** and provided the leave does not seriously disrupt the company's operations. The company retains the right to grant additional leave to an employee in extraordinary circumstances at its sole discretion.

Military Leave

Employees who enter the Armed Forces of the United States will be granted extended leaves of absence without pay in accordance with federal and state laws governing such leaves.

An employee who is a member of the National Guard or of a reserve component of the Armed Forces will, upon written or verbal notice, be granted a military training leave. Upon presentation of a military pay voucher, employees will be reimbursed for the difference between their normal compensation and the pay they receive while on military duty. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time.

Family and Medical leave (FMLA)

A. General Provisions

It is the policy of this company to grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support for Injured Service members Act of 2007. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive and must have occurred within the previous 12 month period. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in an office or work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) *The birth of a child and in order to care for that child.*
- 2) *The placement of a child for adoption or foster care and to care for the newly placed child.*
- 3) *To care for a spouse, child or parent with a serious health condition.*
- 4) *The serious health condition (described below) of the employee.*

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the HR department.

The company may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section H of this policy.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) A covered family member's active duty or call to active duty in the Armed Forces.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service includes helping the family member prepare for the departure or caring for children of the service member. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Eligible employees with a covered military member serving in the National Guard or Reserves (not members of the regular Armed Forces) may take up to twelve weeks of FMLA for "any qualifying exigency". A qualifying exigency includes (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

6) To care for an injured or ill service member.

This leave may extend to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability retired list.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks (or 26 weeks for the care of an injured or ill service member) of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

D. Employee Status and Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting department by the _____ day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

E. Employee Status after Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

F. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal and family leave prior to being eligible for unpaid leave.

G. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill service member over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The company may require certification of the medical necessity as discussed in Sections H and J.

H. Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

The company may ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. The employer shall designate the leave within five business days of receipt of the medical documentation. If any questions arise over the documentation for certification and additional documentation is required, the employee has seven (7) calendar days to submit additional documentation regarding certification. Failure to provide certification, within the time frame and in absence of good faith practicable efforts, may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form and job description with essential duties listed. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave. Employees have an affirmative duty to cooperate and communicate throughout all facets of the leave process, including but not limited to the initial request for leave, certification and return to work procedures.

condition shall include the date when the condition began, its expected treatment. For medical leave for the employee's own medical condition, the statement that the employee is unable to perform work of any kind or is unable to perform the essential functions of the employee's position. For a family member, the certification must include a statement that the patient, the family member, or the employee's presence would be beneficial or desirable.

For intermittent leave or work a reduced schedule, the certification must also include a statement of medical necessity for taking intermittent leave.

If the company receives a second or third opinion if it has reason to doubt the certification. The employee may be required to get a certification from a second or third doctor, which the company may require in the event of a conflict between the original certification and the second opinion, the company may require a third doctor. The company and the employee will mutually select the doctor. The company will pay for the opinion. This third opinion will be considered final. The employee may be required to leave and benefits under the FMLA pending the second and/or third doctor's opinion. The employee may request permission to contact the healthcare provider if any clarification or information arises. Prior to reinstatement, the employee is required to undergo a medical examination and release. The Fitness for Duty release may include an examination by the healthcare provider to accurately ascertain the parameters of the employee's condition. Additional conditions are required.

Family Member's Active Duty or Call to Active Duty in the Armed Forces

Service member FMLA leave must provide proof of the qualifying family member's active duty or call to active duty in the Armed Forces. This documentation may be a copy of the military orders or other documentation.

Service member FMLA Leave to Care for an Injured or Ill Service member

Service member FMLA leave must provide documentation of the family member's injury or need for care. This documentation may be a copy of the military medical report, or other official Armed Forces communication pertaining to the injury or illness that occurred on active military duty that renders the member medically unfit to perform military duties.

For 1) the birth of a child or in order to care for that child; 2) the death of a family member or foster care and to care for the newly placed child; 3) to care for a family member with a serious health condition; or 4) the serious health condition of the employee.

The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.

When an employee plans to take leave under this policy, the employee must give the company 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the company's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to the company regarding the status of the medical condition and their intent to return to work.

L. Procedure for Requesting Leave for 1) a covered family member's active duty or call to active duty in the Armed Forces or 2) to care for an injured or ill service member

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department. The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

EMPLOYEE RELATIONS

Performance Evaluation

The work of each employee is reviewed on an ongoing basis with the manager to provide a systematic means of evaluating performance.

The annual performance review is a formal opportunity for the manager and employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate the company's needs in the coming year. The purpose of this review is to encourage the exchange of ideas in order to create positive change within the company. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the manager to clearly communicate the needs of the company and what is expected of the employee in contributing to the success of the company for the coming year.

Both Manager and employee should attempt to arrive at an understanding regarding the objectives for the coming year. This having been done both parties should sign the performance review form, which will be kept as part of the employee's personal record and used as a guide during the course of the year to monitor employee progress relative to the agreed objectives.

Personal Appearance and Demeanor

Discretion in style of dress and behavior is essential to the efficient operation of the Company. Employees are, therefore, required to dress in appropriate attire and to behave in a professional, businesslike manner. Employees should use judgment in their choice of work clothes and should remember to conduct themselves at all times in a way that best represents themselves and the Company.

Employees are required to wear a relaxed professional dress Mondays through Thursday and may wear business casual dress on Fridays. Employees who are dressed inappropriately may be asked to leave for the day. This will be considered unexcused time-off without pay. Please refer to the below definitions for appropriate dress

Definitions:

- **Relaxed Professional:** Dresses, Skirts, Khakis, Collared Shirts, sweaters, and Blouses (no leggings, shorts, warm-ups, jeans, shirts with logos, sneakers, athletic gear, sweat suits, or t-shirts).
- **Business Casual:** Dress jeans, sweaters, sneakers (no t-shirts, leggings, sweatshirts, tank tops, shorts).

Employees are also required to keep their work environments clean and orderly. Before departing in the evening, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

Employees failing to adhere to proper Company standards with respect to appearance and demeanor are subject to disciplinary action up to and including termination.

Confidential Nature of Work

During the normal course of business, employees may have access to The Company's confidential business information. Such information may include: (i) all rates, lenders' compensation, commission schedules and other tools of the trade,

customer lists, contracts/agreements, new business research or development, pending projects and proposals, financial information, marketing strategies, pricing information, sales history and projections, standard operating procedures, files, records, oral information, computer files or similar materials, plans, systems, methods, consumer information, business models, designs, programs, intellectual property, the Company, and of any parent, subsidiary or affiliate of the Company (whether created, instituted or commenced prior or subsequent to the date this Handbook is issued); and (ii) all other records, documents and information concerning the Company's or its parent's or any of its subsidiaries' or affiliates' business activities, practices and procedures, whether in hard copy, electronic or some other form, whether or not labeled "confidential", as there may exist from time to time ("Confidential Information").

Employees must understand that such Confidential Information constitutes and will constitute valuable, special and unique assets of the Company and of any such parent's, subsidiaries' or affiliates' business. Therefore, any employee who discloses confidential business information except through normal channels and with appropriate authorization, will be subject to disciplinary action, up to and including termination of employment, and possible legal action, even if he or she does not actually benefit from the disclosed information. If you are in doubt, please refer all inquiries regarding confidential information to your manager.

Company Equipment

Employees are responsible for the proper use, protection and maintenance of all equipment and other property furnished or made available to them by the Company. Unauthorized or abusive use of such property is prohibited.

Certain employees will be issued keys/ access cards during their employment to enable them to carry out their job duties. These keys remain the property of the company. They may not be duplicated.

All equipment, keys and other property of the Company must be returned on the last day of employment, or sooner, if requested.

Violation of this provision may result in disciplinary action up to and including termination.

No Solicitation

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any cause during working time. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on Company premises at any time.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed.

Violation of this provision may result in disciplinary action up to and including termination.

Attendance and Punctuality

Attendance is a key factor in your job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify your manager as far in advance as possible and no later than one hour before the start of your scheduled work day. In event of an emergency, you must notify your manager as soon as possible.

For all absences extending longer than one day, you must telephone your immediate supervisor prior to the start of each scheduled workday. When reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to-work date.

Except as provided in other policies, an employee who is absent from work for three consecutive days without notification to his or her manager or the human resources department will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be mailed to the last mailing address on file with the company.

Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the employee's length of employment, The Company may counsel employees prior to termination for excessive absences, tardiness or leaving early.

Guidelines for Appropriate Conduct

The Company expects all employees to conduct themselves in a professional manner, reflecting positively on the Company, the staff and customers.

The following and related types of misconduct are prohibited:

1. Falsifying employment eligibility or other employment on Company records;
2. Soliciting or accepting gratuities or gifts from vendors, customers or clients;
3. Excessive absenteeism or tardiness;
4. Excessive, unnecessary, or unauthorized use of Company supplies, particularly for personal purposes;
5. Reporting to work intoxicated or under the influence of non-prescribed drugs, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
6. Bringing or using alcoholic beverages on Company property or using alcoholic beverages while engaged in Company business off Company premises, except where authorized;
7. Fighting or using obscene, abusive, or threatening language or gestures;
8. Theft of property from coworkers or customers of the Company;
9. Unauthorized possession of firearms on Company premises or while on Company business;
10. Disregarding safety or security regulations;
11. Insubordination; including the failure or refusal to perform work assigned.
12. Dishonesty;
13. Failing to maintain the confidentiality of Company, customer or client information;
14. Misuse of Company electronic equipment, e-mail and/ or the Internet for non-job related purposes; and to include unauthorized login into another employees computer;
15. Logging in hours for another employee;
16. Failure to foster collegiality, harmony, positive attitude, and good relations in the workplace.
17. Violation of federal and state licenses and regulations.

18. Conviction of a criminal act (felony) which adversely affects your job-related activities or the company's reputation.
19. Gambling or conducting games of chance on company premises.
20. Failing to notify the company of outside employment or accepting dual-employment with a competitor.
21. Obliging The Company to any expense or contractual arrangement without the express written permission of the company's CEO.
22. Commission of an act of fraud.
23. Violation of Conflicts of Interest policy.
24. Violation of a Non-Disclosure Agreement, or giving out confidential or proprietary information about Guaranteed, its locations or its clients.
25. Sexual and other unlawful harassment.
26. Disorderly conduct on company premises or off premises while on company business or attending a company function (social or otherwise).
27. Violation of the no video/camera policy.
28. Violation of building regulations

The above are only examples of common sense rules which experience has shown to be both necessary and most effective in maintaining sound working relationships. They are only typical of cases which can result in disciplinary action ranging from verbal warning to termination, and are not to be construed as limiting or restricting disciplinary action to only the specific cases listed.

Smoking

The health of each employee and every customer of The Company is of utmost importance to the Company. In order to protect our customers and employees from the hazards involved in second hand smoke, smoking is prohibited on all of the Company's premises and property including company vehicles. The failure to comport with this policy and procedure will result in disciplinary action up to and including termination.

Employees may not smoke in areas of employment, which are enclosed areas in which employees must enter, leave, or pass through as a course of their work, including but not limited to offices and work areas, restrooms, conference rooms, break rooms, cafeterias, lobbies, corridors, and any other common areas

Safety

The Company is concerned for your health and safety in the performance of your job and supports the objectives of the Occupational Safety and Health Act (OSHA). Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to their manager. Employees who fail to report unsafe conditions or where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefit procedures.

The company respects the privacy of its employees. However, an employee may not expect such privacy rights to extend to the use of systems, property, equipment, data or supplies that are owned by the Company. For ease of reference, all such systems, property, equipment, data and supplies shall be referred to as "company use systems". This policy is intended to notify all employees that no reasonable expectation of privacy exists in connection with the use of any company use systems. Employees are prohibited from withholding information maintained within company use systems, including but not limited to company supplied containers, including but not limited to, computer files, computer databases, desks, lockers and cabinets. The following rules also apply to the use of company use systems:

- **Strategic Consulting Right to Access Information** - While employees may have individual passwords to e-mail, voice mail and computer network systems, these systems are at all times accessible to and by the company and may be subject to unannounced, periodic inspections by the company for business purposes. This policy applies to all company use systems, including but not limited to telephone, electronic and computer network systems which are accessed on or from the company's premises, used in a manner which identifies the employee with the company, accessed using company computer equipment and/or via company paid access methods. Employees may not use secret passwords and all system passwords must be available to the company at all times. The company may maintain back-up copies of e-mail and voice mail, and these records, as well as the usage records of the company's computer network systems may be reviewed by the company for legal, business or other reasons.
- **Use is Restricted to Company Business** - Employees are expected to use company e-mail, voice mail and computer network systems for company business (during working hours), not for personal reasons. Personal reasons include, but are not limited to, non-job-related communications, research or solicitations, or soliciting for political or religious causes, outside organizations or other commercial ventures.
- **Prohibited Content** - Employees are prohibited from using company use systems, including but not limited to the company telephone, electronic or computer network systems in any manner that may be offensive or disruptive to others. This includes, but is not limited to, the transmission of racial or ethnic slurs, gender-specific comments, sexually explicit images or messages, any remarks that would offend others on the basis of their age, political or religious beliefs, disability, national origin or sexual orientation, or any messages that may be interpreted to disparage or harass others. No telephone, electronic or computer network communications may be sent which represent the sender as from another company or as someone else, or which try to hide the sender's identity. Inappropriate or excessive personal use of company property, company use systems or telephone, electronic or computer network systems is strictly prohibited and may result in discipline up to and including discharge.
- **Business Use Only** - The Company provides Internet access, including e-mail, to its employees to assist and facilitate business communications and work-related research. These services are for legitimate business use only in the course of employee's assigned duties. All materials, information, and software created, transmitted, downloaded, or stored on company use systems, including but not limited to the company's computer system are the property of the company and may be accessed only by authorized personnel.

Prohibited Uses:

Inappropriate Internet use includes:

- Transmitting or soliciting obscene, sexually related, harassing, offensive, or unprofessional messages;
- Accessing any site that is sexually or racially offensive or discriminatory;
- Displaying, downloading, or distributing any sexually explicit material;

- Transmitting any of company confidential or proprietary information, including customer data, trade secrets or other materials covered by company confidentiality policy without prior authorization from the company's management.

Monitoring

The company reserves the right to monitor employee use of company systems, including but not limited to company phones/voice mail, e-mail systems or the Internet at any time. By accepting employment with the company you are consenting to such monitoring. Employees should not consider their phone, Internet usage or e-mail communications to be private. Personal passwords are not an assurance of confidentiality, and the Internet itself is not secure.

Copyright Restrictions; Permission Required

Software or other material, including music, may be downloaded into company use systems, including but not limited to company computers only with prior written authorization from the company and may be used only in ways consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from management is required before introducing any software into the company computer system. Employees may not download entertainment software, games, or any other software unrelated to their work.

No Company Representation

Only authorized employees may communicate on the Internet on behalf of The Company. Employees may not express opinions or personal views that could be misconstrued as being those of The Company. Employees may not state their company affiliation on the Internet unless required as part of their assigned duties.

Maintenance of Equipment and Computer Security

The company has a vital interest in maintaining the security and integrity of its computer systems, networks, internet access protocols, data and equipment. Employees must take every reasonable action to protect and preserve company property, including these security and integrity interests.

Employees must abide by all security procedures established by the company. Employees may not install or import unauthorized software or data onto any company equipment without written permission from the Company, and further agrees not to install or import unauthorized software or data onto employee-owned equipment if doing so may compromise the security or integrity of company equipment or data.

No Personal Computer Use

The following provisions apply to any employees compensated based upon time worked or receive a set monthly salary. Such employees are not allowed to spend time during work hours, except for bona fide break time, playing computer games, instant messaging, "blogging", "surfing the net," reading, writing, or responding to purely personal email, or engaging in other nonproductive use of "company time" or company equipment. Personal emails and personal file transfers are prohibited on company provided emails. Never use company email to log onto a website or ordering online. Any abuse of the email system or internet usage may result in discipline up to and including termination.

Privacy Rights

All materials, and instrumentalities provided by the company to enable any employee to perform his or her duties, and all employee work product, including but not limited to all reports, memos, or other communications received, generated, or forwarded by any employee in the course of his or her work are company property, and subject to inspection by the company or its representative.

By continuing employment with the company each employee acknowledges that he or she has no individual privacy rights in any of these material, instrumentalities, and communications, including office furniture, files, storage media, computers, servers, databases, electronic storage devices of every kind, filing cabinets, and information on the office network. All work-related materials are subject to inspection by the company or its representative, whether on an

automatic or random basis, or on an individual basis. Employees retain reasonable privacy rights in personal items such as purses, wallets, and private cell phones that they are permitted to bring into the office, unless circumstances reasonably justify a conclusion to the contrary.

Workplace Violence

The Company is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Therefore, the Company has taken steps to help prevent incidents of violence from occurring at The Company. For this reason, it is the policy of the Company to expressly prohibit any acts or threats of violence by a Company employee or former employee against any other employee in or about the Company's facilities or elsewhere at any time.

The Company also will not condone any acts or threats of violence against the Company's employees, customers, or visitors on the Company's premises at any time or while they are engaged in business with or on behalf of the Company, on or off the Company's premises.

In keeping with the spirit and intent of this policy, and to ensure that the Company's objectives in this regard are attained, it is the commitment of the Company:

1. To provide a safe and healthful work environment, in accordance with the Company's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening or intimidating behavior or acts of violence or who uses any obscene, abusive, or threatening gestures or language, including e-mail, graffiti, etc.
3. To take appropriate action when dealing with customers, former employees, or visitors to the Company's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto the Company's premises.
5. To establish viable security measures to ensure that the Company's facilities are safe and secure to the maximum extent possible and to properly handle access to Company facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the Company, in its sole discretion, deems offensive, threatening, dangerous, or inappropriate will be subject to disciplinary action, up to and including termination.

DUTY TO WARN: In furtherance of this policy, employees have a "duty to warn" their supervisors, security personnel, or human resources representatives of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The Company will not condone or tolerate any form of retaliation against any employee for making a report under this policy.

Nothing stated in this policy is intended to interfere with an employee's rights to engage in lawful protected concerted activities under the National Labor Relations Act.

Mobile Phone Use

Employees should be aware that the Company does not promote the use of mobile phones while operating a vehicle. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk to fulfill business needs.

Employees whose job responsibilities include driving, and who may use a mobile phone for business purposes, are expected to refrain from using their mobile phone while driving. Employees should plan calls to allow placement either prior to driving or while on rest breaks. Employees are expected to pull off to the side of the road and safely stop their vehicle before accepting calls. If acceptance of a call while driving is unavoidable, and pulling over is not an option, employees are expected to keep the call short and use a hands-free device, so that their eyes remain focused on the road, and both hands remain on the steering wheel, at all times.

Employees will be solely responsible for any traffic violations resulting from the use of a phone while driving.

Personal use of cell phones during working time is not permitted unless it is an emergency (for example, when a school is trying to reach a parent about their child). As technological advances continue to expand the functions of cell phones and similar personal equipment, employees are advised that any unauthorized use of such devices at work to record, take pictures or videos and/ or to transmit same may well be a violation of federal and state criminal laws and, regardless, will not be tolerated. Anyone determined to have engaged in such activity will be immediately disciplined as well as reported to the authorities.

Employees also should be aware that conversations over mobile phones are not necessarily confidential; it is possible that outside parties could tap into those conversations. If you need to communicate about a highly confidential matter, please try to use a more secure method of communication.

Violations of this policy will be subject to discipline, up to and including termination.

Thank you for reading this Employee Handbook. This is just a brief guide to some commonly asked questions. If you have any other questions, please raise them with your supervisor or another member of management.

Use of Camera/Video

The Company prohibits all use of video and or camera devices on company premises or during work related functions. Employees are not allowed to use the video/camera function or voice recording on their phone or any other device to record or document anything company related unless given approval from the CEO. Violations of this policy will be subject to the highest forms of discipline, including termination

Resignation

If you decide to leave for any reason, the company would like the opportunity to discuss the resignation beforehand to understand the reasons and see if there are any alternatives. However, if you still decide to leave Strategic Consulting, LLC, the company requests at least one (1) week written resignation notice. If an employee does not provide advance notice as requested, the employee will be considered ineligible for re-hire. To the extent you have a separate employment agreement with the company requesting/requiring a different notice period, the notice provision in that agreement will govern and supersede the provision in this Handbook.

EMPLOYEE ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Strategic Consulting, LLC Employee Handbook. I agree to read it thoroughly, and seek clarification from my manager for any policy or provision that I do not understand.

Since the information, policies and benefits described herein are necessarily subject to change, I acknowledge that revisions to the Handbook may occur. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Strategic Consulting, LLC for benefits or for any

other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

I have entered into my employment relationship with Strategic Consulting, LLC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either the company or I can terminate the relationship at will, with or without cause, at any time.

I further acknowledge and understand that to the extent any provision set forth in this Handbook is inconsistent with any employment agreement or employment related agreement I entered into with Strategic Consulting, LLC, the terms set forth in my employment agreement or employment related agreement shall govern.

Please sign and date this receipt and return it to your manager.

Employee's Signature

Date

Employee's Name (Print)